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U.S. DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA  
DIVISION

Case No: - 6129

UNITED STATES OF AMERICA

Plaintiff

**CIV - DINTROULEAS**

vs.

**MAGISTRATE JUDGE  
JOHNSON**

DARLENE CARRINGTON

Defendant

\_\_\_\_\_ /

COMPLAINT

The United States of America, acting herein by THOMAS E. SCOTT, United States Attorney for the Southern District of Florida, alleges as follows:

1. This action is brought by the United States of America, with jurisdiction provided by 28 U.S.C. § 1345.
2. The defendant is a resident of the Southern District of Florida.
3. The defendant is indebted to the plaintiff in the principal amount of \$1600.00, plus interest on this principal amount computed at the rate of 9.00 percent per annum in the amount of \$2076.06, plus interest thereafter on this principal from January 18, 2000 until the date of judgment, plus administrative fees, costs, and penalties in the amount of \$.00. See Exhibit A attached hereto and incorporated herein.
4. Demand has been made upon the defendant by plaintiff for the sum due, but the amount due remains unpaid.

WHEREFORE, plaintiff prays judgment against the defendant for the total of \$3676.06, plus interest at 9.00 percent per annum on the principal amount of \$1600.00, from January 18,

*1/27*

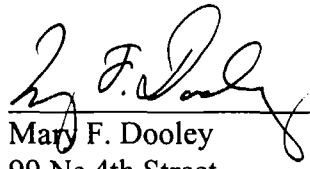
2000 to the date of judgment, plus costs. Plaintiff further demands, pursuant to 28 U.S.C. § 1961, that interest on the judgment be at the legal rate until paid in full.

Notice is hereby given to the defendant that the plaintiff intends to seek satisfaction of any judgment rendered in its favor in this action from any debt accruing.

Dated at Miami, Florida on this 26 day of JANUARY, 2000.

Respectfully submitted,

Thomas E. Scott  
United States Attorney

By:   
\_\_\_\_\_  
Mary F. Dooley  
99 Ne 4th Street  
3rd Floor  
Miami, FL 33132-2111  
Tel No. 3059619311  
Fax No. 3055307195

U. S. DEPARTMENT OF EDUCATION  
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS

Darlene Carrington  
AKA: N/A  
2411 NW 28th Ave.  
Fort Lauderdale, FL 33311  
SSN: 264-81-4097

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from November 19, 1998.

On or about November 04, 1982 and May 01, 1983, the borrower executed promissory note(s) to secure loan(s) of \$800.00 and \$800.00 from Wilfred Lab. Inc. at 9.00 percent interest per annum. This loan obligation was guaranteed by Florida Department of Education Assistance Corporation and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 CFR. Part 682). The holder demanded payment according to the terms of the note(s), and credited \$0.00 to the outstanding principal owed on the loan(s). The borrower defaulted on the obligation on August 05, 1984, and the holder filed a claim on the guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$1,800.02 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. The guarantor attempted to collect the debt from the borrower. The guarantor was unable to collect the full amount due, and on January 08, 1992, assigned its right and title to the loan(s) to the Department.

Since assignment of the loan, the Department has received a total of \$285.00 in payments from all sources, including Treasury Department offsets, if any. After application of these payments, the borrower now owes the United States the following:

Principal:	\$1,600.00
Interest:	\$1,908.70
Administrative/Collection Costs:	\$0.00
Late fees	\$0.00
 Total debt as of November 19, 1998:	 \$3,508.70

Interest accrues on the principal shown here at the rate of \$ .40 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 12/21/98

Name: \_\_\_\_\_  
Title: Loan Analyst  
Branch: Litigation Branch



FLORIDA STUDENT FINANCIAL ASSISTANCE COMMISSION  
 KNOTT BUILDING  
 TALLAHASSEE, FLORIDA 32301

FLORIDA GUARANTEED STUDENT LOAN PROGRAM

RECEIVED (20 U.S.C. 1071-1087-2)  
 FROM 10/10/82  
 1982

FL

BORROWER'S NAME AND ADDRESS:

DARLENE L CARRINGTON  
 2411 NW 28 AVE  
 FORT LAUDERDALE FL 33311

LENDER'S NAME AND ADDRESS:

WILFRED LAB. INC. WILFRED BEAUTY ACADEMY  
 1657 BROADWAY  
 NEW YORK NY 10019

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate.  <table border="0"> <tr> <td>Prior to repayment</td> <td>During repayment</td> </tr> <tr> <td>4.517 %</td> <td>9 %</td> </tr> </table>		Prior to repayment	During repayment	4.517 %	9 %	<b>Amount Financed</b> The amount of credit provided to you.  \$ 754.96	<b>Late Charge:</b> If a payment is late, you may be charged \$5.00 or of the payment, whichever is less.  <b>Prepayment:</b> If you pay off early, you <input type="checkbox"/> may <input checked="" type="checkbox"/> will not have to pay a penalty. <input type="checkbox"/> may <input checked="" type="checkbox"/> will not be entitled to a refund of part of finance charge.  See the promissory note for any additional information about payment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.
Prior to repayment	During repayment						
4.517 %	9 %						

Itemization of the Amount Financed of \$ 754.96 Amount Paid to

Loan Amount \$ 800.00 Less: Prepaid Finance Charge \$ 45.04 Less: Amount Paid To \$ 1.20 Equals: \$ 75.00  
 Includes: Insurance Premium \$ 5.04 Others On Your Behalf: To: FLORIDA DEPT. OF REVENUE For: DOCUMENTARY STAMP TAX  
 Origination Fee \$ 40.00  
 ( 5 % of Loan Amount)

DISBURSEMENT SCHEDULE

DISBURSEMENT NUMBER	ESTIMATED DATE OF DISBURSEMENT	INSTALLMENT AMOUNT	DOCUMENTARY STAMP TAX	PREPAID FINANCE CHARGE		AMOUNT FINANCED
				INSURANCE PREMIUM	ORIGINATION FEE	
	11/09/82	\$800.00	\$1.20	\$5.04	\$40.00	\$754.00

ED-888 5/82

PROMISE TO PAY

I, DARLENE L CARRINGTON 264-81-4097, the borrower, promise to pay WILFRED LAB. INC. WILFRED BEAUTY ACADEMY, the lender, or to a subsequent holder of this Promissory Note, all of the principal sum of \$ 800.00, to the extent it is advanced to me, plus an amount equivalent to simple interest on this sum at the rate of 9 percent per year. If I fail to pay any of these amounts when they are due, I will also pay all charges and other costs — including attorney's fees — that are permitted by State and Federal law and regulations and are necessary for the collection of these amounts. If this loan is referred for collection to an agency that is subject to the Fair Debt Collection Practices Act, I will pay those collection costs which do not exceed 25 percent of the unpaid principal and accrued interest.

The lender and I understand that the following terms apply to this loan:  
**INSURANCE PREMIUM** If required to do so by the lender, I will pay to the lender a non-refundable amount equal to the premium that the lender is required to pay the Florida Student Financial Assistance Commission (FSFAC) to obtain insurance coverage on this loan. If the lender disburses the loan in multiple installments, I pay this premium for each disbursement at the time that the disbursement is made. If the lender does not withhold this premium from the principal amount of the loan and I have not already paid the premium, I will pay the premium when the lender bills me separately for it.  
**ORIGINATION FEE** If required to do so by the lender, I will pay to the lender an origination fee, authorized by Federal law, not to exceed 5% percent of the loan amount. The lender may withhold this fee from the proceeds of the loan. If the loan is made in multiple disbursements, the lender may deduct from each disbursement the proportionate share of the fee which is attributable to that disbursement amount. Under certain circumstances, the lender may be required to refund to me part or all the fee.

**REPAYMENT**  
 1. I will repay this loan in periodic installments during a repayment period that will begin no later than 6 months (the "grace period") after I either leave school or cease to carry at least one-half the normal academic workload at a school that is participating in the Guaranteed Student Loan Program (GSLP). However, during the grace period I may request that the repayment period begin earlier.  
 2. I will repay this loan within 15 years of the date of this Promissory Note, over a repayment period that lasts at least 5 years but no more than 10 years. However, the following exceptions to these rules apply:

A. During the grace period, I request that the repayment period, the lender may grant me a shorter period. In that event, I may later choose to have the repayment period extended to 5 years.  
B. The lender may require a repayment period shorter than 5 years if this is necessary to ensure that during each year of the repayment period I — or if both, my co-signer — have GSLP loans, Auxiliary loans or PLUS loans outstanding, we — pay toward principal and interest at least \$600 of the unpaid balance, whichever is the total amount owing to all holders of my — or our — GSLP, Auxiliary and PLUS loans.  
C. Any period described under DEFERMENT in this Promissory Note will not be included in determining the 5, 10, and 15 year periods mentioned above.  
3. The particular terms and conditions of repayment that apply to this loan will be set forth by the lender in a separate document, known as a repayment schedule. The lender will provide to me before the repayment period begins.

**PREPAYMENT** I may, at my option and without penalty, prepay all or any part of the principal or accrued interest of this loan at any time. If I do so, I will be entitled to a refund of any unearned interest that I have paid.

**DEFERMENT** Payments of principal on my loan will be deferred after the repayment period begins, provided I comply with the procedural requirements set forth in the regulations governing the GSLP in any of the following circumstances:

- 1. While I am enrolled in —
  - A. Full-time study at a school that is participating in the GSLP (unless I am not a citizen or national of the United States and am studying at a school not located in the United States);
  - B. Full-time study at an institution of higher education or a vocational school that is operated by an agency of the Federal Government (e.g., the Service Academies);
  - C. A graduate fellowship program approved by the Secretary of Education; or
  - D. A rehabilitation training program for disabled individuals approved by the Secretary of Education.
- 2. For periods not exceeding 3 years for each of the following while I am —
  - A. On active duty in the Armed Forces of the United States or serving as an officer in the Commissioned Corps of the United States Public Health Service;
  - B. Serving as a Peace Corps volunteer;
  - C. Serving as a full-time volunteer under Title I of the Domestic Volunteer Service Act of 1973 (ACTION programs) (e.g., VISTA); or
  - D. Serving as a full-time volunteer for an organization exempt from Federal income taxation under Section 501 (c)(3) of the Internal Revenue Code of 1954, which the Secretary of Education has determined is comparable to service in the Peace Corps or ACTION programs.
  - E. Temporarily totally disabled, as established by affidavit of a qualified physician, or unable to secure employment because I am providing care required by a family member who is totally disabled, as established by affidavit of a qualified physician.
- 3. For a period not exceeding 2 years while I am serving in an internship that the Secretary of Education has determined is necessary for me to gain professional recognition required to begin professional practice or service.
- 4. For a single period not exceeding one year while I am conscientiously seeking but unable to find full-time employment in the United States. To be granted a deferment, I must provide the lender with written evidence of my eligibility. I must subsequently notify the lender as soon as the condition for which the deferment was granted ceases to exist.

**INTEREST**  
1. The Secretary of Education will pay the interest that accrues on this loan prior to the repayment period and during any deferment period, if the lender determines that I qualify to have such payments made on my behalf under the regulations governing the GSLP. In the event that the Secretary pays the interest on this loan, the lender may not attempt to collect this interest from me. I may, however, choose to pay this interest myself.  
2. Once the repayment period begins, I will be responsible for payment of all the interest that accrues on this loan, except that if the Secretary has paid the interest on this loan prior to the repayment period, the Secretary will pay the interest that accrues during any period described under DEFERMENT in this Promissory Note.  
3. The lender may add any interest that is not paid when it is due to the unpaid principal balance of this loan, in accordance with Federal regulations governing the GSLP.

**LATE CHARGES** If permitted by State law, the lender may collect from me a late charge if I fail to make any part of an installment payment within 30 days after the due date, unless I provide documentation that I am entitled to have the payment deferred as described under DEFERMENT in this Promissory Note. A late charge may not exceed \$5.00 or one percent of an installment, whichever amount is less.

**TRANSFER OF LOAN TO NEW HOLDER** Under the conditions set forth in Federal regulations governing the GSLP, the lender may transfer the loan to a holder other than the original lender. If such a transfer takes place, I will have the same rights and responsibilities with regard to the loan as if I had not transferred it. This Promissory Note is not intended to be a negotiable instrument under the Uniform Commercial Code as adopted by any State and does not constitute a security interest for insurance purposes for insurance to State of Florida, Department of Education, or any other State or Federal agency. The lender will provide to the new holder a copy of this Promissory Note. This Promissory Note is not a holder in due course.

**DEFAULT** If I default on this loan, the lender may declare the entire unpaid amount of the loan, including interest, immediately due and payable. I may also be ineligible for the benefits described under DEFERMENT and INTEREST in this Promissory Note. Under the Federal regulations governing the GSLP, any of the following events could be considered a default: my failure to make a payment when it is due or on certain circumstances; my failure to notify the lender of a change in my address or school enrollment status; or my failure to provide information as requested by the lender.

**DISABILITY OR DEATH** If I become totally and permanently disabled, or if I die, my obligation to pay any amount owed on this loan will be cancelled.

**CREDIT BUREAU NOTIFICATION** If I default on this loan, the holder, using the following procedure, may disclose information about the loan to a credit bureau. If the holder knows my address, the holder must first notify me that such disclosure will be made unless I begin or resume repayment. If I have not begun or resumed repayment within 30 days of receipt of this notice, or such longer period as the holder may specify, the holder will disclose information about the loan to a credit bureau. If the holder does not know my address, the holder may disclose information about the loan to a credit bureau in order to learn my address. The holder must provide information on the repayment status of this loan to any credit bureau organization upon my request. If a credit bureau is prohibited by law, the holder may disclose information about the status of this loan to any credit bureau.

**GENERAL** The lender must provide me with a copy of this Promissory Note. The terms of this Promissory Note will be interpreted according to the law (20 U.S.C. 108.43 and Federal regulations (24 C.F.R. Part 682) that govern the GSLP. The lender must show me the Federal regulations upon request. I will use all of the proceeds that I receive from this loan solely for tuition and other reasonable and authorized educational expenses, including room and board, books, supplies, and equipment, laboratory expenses, and transportation and commuting costs. If I am a correspondence student, this loan is covered by Federal regulations setting forth separate rules about what the loan proceeds may be used for and when my repayment period will begin. I must provide security for this loan. I will promptly notify the lender in writing of any change of my name, address, or school enrollment status.

SIGNATURE OF BORROWER: Darlene Caccinotto  
NAME OF CO-SIGNER\* (print or type):  
ADDRESS: 2414 W. 28th Ave

SIGNATURE OF CO-SIGNER: \_\_\_\_\_  
NAME OF CO-SIGNER: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

The lender may require a co-signer to sign this Promissory Note.  
FEDERAL FORM 2 (1/83)

All right, title, and interest of the undersigned is hereby assigned to the Student Loan Marketing Association (SLMA) without regard to any state or Federal law that prohibits the assignment of a loan. This assignment is subject to the terms and conditions of the SLMA Loan Sale Agreement, Standard Terms, incorporated by reference in the Loan Sale Agreement between SLMA and Wilfred Laboratories, Inc. dated November 14, 1983.  
DATE: 11-14-83  
BY: [Signature]  
TITLE: TREASURER  
WILFRED LABORATORIES, INC.  
DATE: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

*Handwritten:* MAY 03 1989

FLORIDA STUDENT FINANCIAL ASSISTANCE COMMISSION KNOTT BUILDING TALLAHASSEE, FLORIDA 32301	FLORIDA GUARANTEED STUDENT LOAN PROGRAM (20 U.S.C. 1071-1087-2) RECEIVED MAY 03 1989 PROMISSORY NOTE
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BORROWER'S NAME AND ADDRESS:  <b>DARLENE L. CARRINGTON</b> 2411 NW 28 AVE FORT LAUDERDALE FL 33311	LENDER'S NAME AND ADDRESS:  <b>WILFRED LAB. INC. WILFRED BEAUTY ACADEMY</b> 1657 BROADWAY NEW YORK NY 10019
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ANNUAL PERCENTAGE RATE  The cost of your credit as a yearly rate.  <table style="width:100%; border: none;"> <tr> <td style="text-align: center;">Prior to repayment</td> <td style="text-align: center;">During repayment</td> </tr> <tr> <td style="text-align: center;"><u>7.153</u> %</td> <td style="text-align: center;"><u>9</u> %</td> </tr> </table>	Prior to repayment	During repayment	<u>7.153</u> %	<u>9</u> %	Amount Financed  The amount of credit provided to you.  \$ <u>756.98</u>	Late Charge: If a payment is late, you may be charged \$5.00 of the payment, whichever is less.  Prepayment: If you pay off early, you <input type="checkbox"/> may <input checked="" type="checkbox"/> will not have to pay a penalty. <input type="checkbox"/> may <input checked="" type="checkbox"/> will not be entitled to a refund of part of finance charge.  See the promissory note for any additional information about payment, default, any required repayment in full before the schedule, and prepayment refunds and penalties.
Prior to repayment	During repayment					
<u>7.153</u> %	<u>9</u> %					

Itemization of the Amount Financed of \$ 756.98 Amount Paid

Loan Amount \$ ~~800.00~~ Less: Prepaid Finance Charge \$ 43.02 Less: Amount Paid To \$ 1.20 Equals: \$ 75  
 Includes:  
 Insurance Premium \$ 3.02  
 Origination Fee \$ 40.00  
 ( 5 % of Loan Amount)

Others On Your Behalf:  
 To: FLORIDA DEPT. OF REVENUE  
 For: DOCUMENTARY STAMP TAX

DISBURSEMENT SCHEDULE						
DISBURSEMENT NUMBER	ESTIMATED DATE OF DISBURSEMENT	INSTALLMENT AMOUNT	DOCUMENTARY STAMP TAX	PREPAID FINANCE CHARGE		AMOUNT FINANCED
				INSURANCE PREMIUM	ORIGINATION FEE	
	<b>05/15/83</b>	<b>800.00</b>	<b>\$1.20</b>	<b>\$3.02</b>	<b>\$40.00</b>	<b>\$756</b>

EO-888 5/82

**PROMISE TO PAY**

I, DARLENE L. CARRINGTON 264-81-4097, the borrower, promise to pay

WILFRED LAB. INC. WILFRED BEAUTY ACADEMY, the lender, or to a subsequent

holder of this Promissory Note, all of the principal sum of \$ 800.00, to the extent it is advanced to me, plus an amount equivalent to simple interest

this sum at the rate of 9 percent per year. If I fail to pay any of these amounts when they are due, I will also pay all charges and other costs — including attorney's fees — that are permitted by State and Federal Law and regulations and are necessary for the collection of these amounts. If this loan is referred for collection to an agency that is subject to the Fair Debt Collection Practices Act, I will pay these collection costs which do not exceed 25 percent of the unpaid principal and accrued interest.

The lender and I understand that the following terms apply to this loan:

**INSURANCE PREMIUM** If required to do so by the lender, I will pay to the lender a non-refundable amount equal to the premium that the lender is required to pay to the Florida Student Financial Assistance Commission (FSFAC) to obtain insurance coverage on this loan. If the lender disburses the loan in multiple installments, I will pay this premium for each disbursement at the time that the disbursement is made. If the lender does not withhold this premium from the principal amount of the loan and I have not already paid the premium, I will pay the premium when the lender bills me separately for it.

**ORIGINATION FEE** If required to do so by the lender, I will pay to the lender an origination fee, authorized by Federal law, not to exceed 5% percent of the loan amount. The lender may withhold this fee from the proceeds of the loan. If the loan is made in multiple disbursements, the lender may deduct each disbursement the proportionate share of the fee which is attributable to that disbursement amount. Under certain circumstances, the lender may be required to reimburse me part or all the fee.

**REPAYMENT**

1. I will repay this loan in periodic installments during a repayment period that will begin no later than 6 months (the "grace period") after I either leave school or cease to carry at least one-half the normal academic workload at a school that is participating in the Guaranteed Student Loan Program (GSLP). However, during the grace period I may request that the repayment period begin earlier.

2. I will repay this loan within 15 years of the date of this Promissory Note, over a repayment period that lasts at least 5 years but no more than 10 years. However, the following exceptions to these rules apply:

A. If, during the grace period, I request a shorter repayment period, the lender may grant me a shorter period. In that event, I may later choose to have the repayment period extended to 5 years.  
B. The lender may require a repayment period shorter than 5 years if this is necessary to ensure that during each year of the repayment period I — or, if both, my spouse and I have GSLP loans, Auxiliary loans or PLUS loans outstanding, we — pay toward principal and interest at least \$600 or the unpaid balance, whichever is less the total amount owing to all holders of my — or our — GSLP, Auxiliary and PLUS loans.  
C. Any period described under DEFERMENT in this Promissory Note will not be included in determining the 5, 10 and 15 year periods mentioned above.  
3. The particular terms and conditions of repayment that apply to this loan will be set forth by the lender in a separate document, known as a repayment schedule. The lender will provide to me before the repayment period begins.

**PREPAYMENT** I may, at my option and without penalty, prepay all or any part of the principal or accrued interest on this loan at any time. I may also wish to end to a rebate of any unearned interest that I have paid.

**DEFERMENT** Payments of principal on my loan will be deferred after the repayment period begins, provided I comply with the procedural requirements set forth in regulations governing the GSLP in any of these circumstances:

- While I am enrolled in —
  - Full-time study at a school that is participating in the GSLP (unless I am not a citizen or national of the United States and am studying at a school not located in the United States);
  - Full-time study at an institution of higher education or a vocational school that is operated by an agency of the Federal Government (e.g., the service academy);
  - A graduate fellowship program approved by the Secretary of Education; or
  - A rehabilitation training program for disabled individuals approved by the Secretary of Education.
- For periods not exceeding 3 years for each of the following while I am —
  - On active duty in the Armed Forces of the United States or serving as an officer in the Commissioned Corps of the United States Public Health Service;
  - Serving as a Peace Corps volunteer;
  - Serving as a full-time volunteer under Title I of the Domestic Volunteer Service Act of 1973 (ACTION programs) (e.g., VISTA); or
  - Serving as a full-time volunteer for an organization exempt from Federal income taxation under Section 501 (c)(3) of the Internal Revenue Code of 1954, which Secretary of Education has determined is comparable to service in the Peace Corps or ACTION programs.
  - Temporarily totally disabled, as established by affidavit of a qualified physician, or unable to secure employment because I am providing care required by a spouse who is temporarily totally disabled, as established by affidavit of a qualified physician.
- For a period not exceeding 2 years while I am serving in an internship that the Secretary of Education has determined is necessary for me to gain professional recognition required to begin professional practice or service.
- For a single period not exceeding one year while I am conscientiously seeking but unable to find full-time employment in the United States. To be granted a deferral I must provide the lender with written evidence of my eligibility. I must subsequently notify the lender as soon as the condition for which the deferral was granted no longer exists.

**INTEREST**  
1. The Secretary of Education will pay the interest that accrues on this loan prior to the repayment period and during any deferral period, if the lender determines I qualify to have such payments made on my behalf under the regulations governing the GSLP. In the event that the Secretary pays the interest on this loan, the lender may not attempt to collect this interest from me. I may, however, choose to pay this interest myself.  
2. Once the repayment period begins, I will be responsible for payment of all the interest that accrues on this loan, except that if the Secretary has paid the interest on this loan prior to the repayment period, the Secretary will pay the interest that accrues during any period described under DEFERMENT in this Promissory Note.  
3. The lender may add any interest that is not paid when it is due to the unpaid principal balance of this loan, in accordance with Federal regulations governing the GSLP.

**LATE CHARGES** Permitted by state law, the lender may collect from me a late charge if I fail to make any part of an installment payment within 10 days after due, unless I provide documentation that I am entitled to have the payment deferred as described under DEFERMENT in this Promissory Note. A late charge may not exceed \$5.00 or 5 percent of an installment, whichever amount is less.

**TRANSFER OF LOAN TO NEW HOLDER** Under the conditions set forth in Federal regulations governing the GSLP, this loan may be transferred to a holder other than the original lender. If such a transfer takes place, I will have the same rights and responsibilities with regard to the loan as if I were the original lender. This Promissory Note is not intended to be a negotiable instrument under the Uniform Commercial Code as adopted by the State of Florida. The Promissory Note is not a holder in due course.

**DEFAULT** If I default on this loan, the lender may declare the entire unpaid amount of the loan, including interest, to be due. The lender may also sue me in court for the benefits described under DEFERMENT and INTEREST in this Promissory Note. Under the Federal regulations governing the GSLP, any of the following events could be considered a default: my failure to make a payment when it is due or, in certain circumstances, my failure to notify the lender of a change in my name, address, or school enrollment status.

**DISABILITY OR DEATH** If I become totally and permanently disabled, or if I die, my obligation to pay any amount owed on this loan will be cancelled.

**CREDIT BUREAU NOTIFICATION** If I default on this loan, the holder, using the following procedure, may disclose information about the loan to credit bureau organizations after the holder has attempted to collect the debt from me. If the holder knows my address, the holder must first notify me that such disclosure will be made unless I begin or resume repayment. If I do not begin or resume repayment within 30 days of receipt of this notice, or such longer period as the holder may specify, the holder will disclose information about the loan to credit bureau organizations. If the holder does not know my address, the holder may disclose information about the loan to credit bureau organizations in order to learn my address. The holder must provide information on the repayment status of this loan to any credit bureau organization upon request. That disclosure is prohibited by law; the holder may disclose information about the status of this loan to any credit bureau.

GENERAL to 1087- I will use books, supplies, and I am not I will provide

CARRINGTON, DARLENE,  
CLAIM NO 1992040029654 01-08-92  
SSN 264-81-4097 TD 1

Darlene Carrington 2411 N. Fort  
SIGNATURE OF BORROWER ADDRESS  
NAME OF CO-SIGNER\* (print or type) ADDRESS  
SIGNATURE OF CO-SIGNER

\*The lender may require a co-signer to sign this Promissory Note. FSPAC - CLAIM 2 (8/82)

undersigned is hereby assigned (without warranty except that the note is authentic and was signed by the original lender) to the Florida Department of Education, Office of Financial Services.

**Authorized Agent of Student Loan Marketing Association**

BY: William A. Ode  
CS1 Financial Services

I hereby certify that the undersigned is hereby assigned to the law (20 U.S.C. 1091) under the Federal regulations governing the GSLP, her reasonable and authorized educational expenses, including room and board, commuting costs, and regulations setting forth separate rules about what the loan proceeds may be used for.

ALL right, title, and interest of the undersigned is hereby assigned to the Student Loan Marketing Association (SLMA) without warranty except as provided in Section 9 of the Loan Sale Agreement between SLMA and Wilfred Laboratories, Inc. dated November 14, 1983.

DATE: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

WILFRED LABORATORIES, INC.

BY: [Signature]  
TITLE: \_\_\_\_\_

# CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE SIDE OF THE FORM.)

**I. (a) PLAINTIFFS**

UNITED STATES of AMERICA

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF  
(EXCEPT IN U.S. PLAINTIFF CASES)

B. Broward / O.000v 6/29/ WPD / Johnson

(c) ATTORNEYS (FIRM NAME ADDRESS AND TELEPHONE NUMBER)  
THOMAS E. SCOTT, U.S. ATTORNEY (305)961-9377  
99 NE 4TH ST., SUITE 300, MIAMI, FL 33132-2111

**DEFENDANTS**

DARLENE CARRINGTON

**DIMITROULEAS**

MAGISTRATE JUDGE  
JOHNSON

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT BROWARD

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

90

(d) CIRCLE COUNTY WHERE ACTION AROSE: DADE MONROE **BROWARD** PALM BEACH, MARTIN, ST. LUCE, INDIAN RIVER, OKEECHOBEE HIGHLANDS

**II. BASIS OF JURISDICTION** (PLACE AN "X" IN ONE BOX ONLY)

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

- |   |                            |                            |   |                            |                            |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
|   | PTF                        | DEF                        |   | PTF                        | DEF                        |
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. ORIGIN** (PLACE AN "X" IN ONE BOX ONLY)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from another district (specify)
- 6 Multidistrict Litigation
- 7 Appeal to District Judge from Magistrate Judgment

**V. NATURE OF SUIT** (PLACE AN "X" IN ONE BOX ONLY)

A CONTRACT	A TORTS	FORFEITURE/PENALTY	A BANKRUPTCY	A OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input checked="" type="checkbox"/> 152 Recovery of Defaulted Student Loans - Excl. Veterans. <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders Suits <input type="checkbox"/> 180 Other Contract <input type="checkbox"/> 185 Contract Product Liability	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault Libel & Slander <input type="checkbox"/> 330 Federal Employers Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 156 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>A PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/CC Rates/etc <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 881 Agricultural Acts <input type="checkbox"/> 882 Economic Stabilization Act <input type="checkbox"/> 883 Environmental Matters <input type="checkbox"/> 884 Energy Allocation Act <input type="checkbox"/> 885 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 980 Other Statutory Actions A OR B
A REAL PROPERTY	A CIVIL RIGHTS	PRISONER PETITIONS	A LABOR	B SOCIAL SECURITY	
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 280 All Other Real Property	<input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/ Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 448 Other: CMI Rights	<input type="checkbox"/> 610 Motions to Vacate Sentence <b>HABEAS CORPUS:</b> <input type="checkbox"/> 630 General <input type="checkbox"/> 635 Death Penalty <input type="checkbox"/> 640 Mandamus & Other <input type="checkbox"/> 650 Civil Rights <input type="checkbox"/> 655 Prison Condition	<input type="checkbox"/> 710 Fed. Labor Standards Act <input type="checkbox"/> 720 Labor Mgmt. Relations <input type="checkbox"/> 730 Labor Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 861 HIA - 1395ff. <input type="checkbox"/> 862 Black Lung 1923 <input type="checkbox"/> 863 DWC/DHW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	

**VI. CAUSE OF ACTION** (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE BRIEF STATEMENT OF CAUSE DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

RECOVERY OF FUNDS EXPENDED BY PEAINTIFF AS GUARANTOR OF A BEFAULTED FEDERALLY INSURED STUDENT

LOAN 34CFR 682.100(4) (d)

LENGTH OF TRIAL  
via 1 days estimated (for both sides to try entire case)

**VII. REQUESTED IN COMPLAINT:**

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$ 3,676.06

CHECK YES only if demanded in complaint

+ interest & costs

JURY DEMAND:  YES  NO

**VIII. RELATED CASE(S) IF ANY** (See instructions):

JUDGE \_\_\_\_\_

DOCKET NUMBER \_\_\_\_\_

DATE 1/26/00 SIGNATURE OF ATTORNEY OF RECORD

*Mary F. Dooley*

MARY F. DOOLEY, ALISA

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG JUDGE \_\_\_\_\_